

Curriculum Associates, LLC Price Quote - Q-42038

Version: 1

Quote Date: 1/31/2024

Quote Expiration Date: 7/31/2024

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC	Customer: Boone County Schools, KY
Representative: Erica Williams	Contact Name: Bonita Bolin
Email: erica.williams@ellevationeducation.com	Email: bonita.bolin@boone.kyschools.us
Phone: 617-307-5755	Phone:
Address: 153 Rangeway Road, North Billerica, MA 01862	Address: 8330 US Highway 42, Florence, KY 41042
Start Date: 8/1/2024	End Date: 6/30/2025

Subscription Fees

Product	Quantity	Unit Price	Term (Yrs)	Total Fees
2024 - Ellevation	1,956	\$15.50	0.9167	\$27,791.50
Subscription Total:				\$27,791.50

Services Fees

Services Total:	\$0.00
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Total Investment - Q-42038

Grand Total:	\$27,791.50
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 11

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: erica.williams@ellevationeducation.com

Last Updated and Effective: January 1, 2020

Ellevation Website Terms of Use (these “Website Terms of Use”)¹

These Website Terms of Use apply only to the Ellevation website (<https://ellevationeducation.com/> (<https://ellevationeducation.com/>)) (the “Website”). These Website Terms of Use do not apply to the Ellevation platform for educators of English language learners or any of Ellevation (including our automated ELL program management reporting and compliance tools and services).¹ The terms of use for the Ellevation platform may be found at <https://ellevationeducation.com/platform-legal-notice> (<https://ellevationeducation.com/platform-legal-notice>).

Ellevation, Inc. (“Ellevation”, “we”, or “us”) owns and operates the Website. By accessing the Website, you agree to be bound by these Website Terms of Use. In addition, you represent that you are 18 years of age or older, are lawfully able to enter into contracts, and agree to be bound by these Website Terms of Use.

If you do not have the necessary authority, or if you do not agree with these Website Terms of Use, then you may not use the Website. If you choose to continue to use or access the Website after having the opportunity to read these Website Terms of Use, you recognize that Ellevation has provided valuable consideration by offering this Website free of charge.

Ellevation reserves the right at any time to change these Website Terms of Use with prospective effect only upon posting to the Website. The “last updated” date indicates when these Website Terms of Use were last revised. Your continued use of the Website constitutes your agreement to any updated terms.

Intellectual Property

You acknowledge that the Website, including all text, graphics, user interfaces, and all trademarks, service marks, logos, data, information and other content of the Website, are owned by or licensed to Ellevation and are protected by copyright, trademark, and other intellectual property rights, and that you have no rights to transfer or reproduce the

Permissions

Ellevation grants you a personal, revocable, non-exclusive, non-transferable, limited permission to access the Website solely for your personal, non-commercial use, provided that you comply with these Website Terms of Use. You may not modify, copy, distribute, broadcast, transmit, reproduce, publish, license, transfer, sell, scrape, mirror, frame, or otherwise use any information or material obtained from or through the Website. You also warrant to Ellevation that you will not use the Website for any purpose that are unlawful, prohibited by any applicable regulation, or otherwise inconsistent with these Website Terms of Use. You further warrant that you will not attempt to extract or actually extract data contained in the Ellevation website to populate databases for internal or external use.

License

You grant us a non-exclusive, worldwide license to use the information, data, content, and other materials uploaded by you to the Website (the "Content") solely for purposes of furnishing the Website to you and other users in accordance with our Privacy Policy (as defined below). You are solely responsible for obtaining all rights, permissions, and authorizations to provide the Content to us for use as contemplated under this paragraph. Nothing contained in these Website Terms of Use will be construed as granting Ellevation any ownership right, title, or interest in your Content.

Restrictions

You will not (and will not allow any third party to):

- a. Upload, post, email, or otherwise transmit any Content that is unlawful, harmful, threatening, intimidating, abusive, defamatory, obscene, libelous, invasive of another's privacy, disrespectful, hateful, or racially, ethnically, or otherwise objectionable;
- b. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Website;

- (d) trademark, trade secret, copyright, or other proprietary rights of any party;
- e. Upload, post, email, or otherwise transmit any Content that contains software viruses or worms or any other computer code, files, or programs designed to disable, interrupt, destroy, redirect, monitor another user's usage, limit, or otherwise inhibit the functionality of any computer software or hardware or telecommunications equipment;
 - f. Interfere with or disrupt the Website, or servers or networks connected to the Website, or disobey any requirements, procedures, policies, or regulations of networks connected to the Website;
 - g. Upload, post, email, or otherwise transmit any Content that intentionally or unintentionally violates any applicable local, state, national, or international law or regulation; or
 - h. Upload, post, email, or otherwise transmit any Content that contains inaccurate information or that constitutes impersonation of another person or entity.

Privacy

We are committed to maintaining your privacy, and maintain a Privacy Policy, which may be viewed at <https://ellevationeducation.com/privacy-policy> (<https://ellevationeducation.com/privacy-policy>) (the "Privacy Policy"), and which may be amended from time to time in our sole discretion for prospective effect upon posting to the Website. All data you provide to us is subject to the terms maintained in the Privacy Policy, and acceptance of these Website Terms of Use constitutes consent to our collection and use of personal information as described in the Privacy Policy.

User Content

The Website may contain areas in which you may post Content. By using these areas, you acknowledge and agree that the Content you provide may be available to other users. Ellevation is not liable for any statements, representations, or comments provided by its users in any public forum. Although Ellevation has no obligation to screen, edit, or monitor any of the content or comments posted to its Website, Ellevation reserves the right to remove, edit, or refuse to post Content in its sole discretion.

You may also provide us with suggestions, comments, or other feedback ("Feedback") with respect to our products and services. Feedback is voluntary. We may use Feedback

Links

The Website may contain links to third party websites, including social networking websites. These links are provided for your convenience, and inclusion of links on the Website does not suggest an endorsement. We are not responsible for the contents or transmission of any linked site or for ensuring that the linked sites are error- and virus-free. Linked sites are subject to their own terms of use and privacy policies, and we encourage you to read them.

Indemnification

To the extent permissible by law, you will defend and indemnify Ellevation and hold it and its affiliates, officers, directors, managers, employees, agents, vendors, merchants, sponsors, providers, and licensors harmless from any and all claims, actions, demands, proceedings, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees and all related costs and expenses) incurred by them as a result of any claim, judgment, or adjudication related to or arising directly or indirectly from any or all of the following: (i) your use of the Website; (ii) any information you submit, post, or transmit through the Website; (iii) breach of any of your obligations, representations, or warranties in these Website Terms of Use; or (iv) your violation of any rights of another person.

DISCLAIMER OF WARRANTIES

THE WEBSITE IS PROVIDED "AS IS" AND "AS-AVAILABLE," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. EXCEPT FOR ANY EXPRESS WARRANTY PROVIDED HEREIN, ELLEVATION AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, OR TITLE/NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED.

ELLEVATION ASSUMES NO RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS ON THE WEBSITE, ANY FAILURES, DELAYS, OR INTERRUPTIONS IN THE WEBSITE'S ACCESSIBILITY, ANY LOSSES OR DAMAGES ARISING FROM THE USE OF THE WEBSITE, ANY CONDUCT BY

Limitation of Liability

YOU UNDERSTAND AND AGREE THAT ELLEVATION WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS, USE OR DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF ELLEVATION HAS BEEN ADVISED OF THE POSSIBILITIES OF THOSE DAMAGES, RESULTING FROM YOUR USE OF OR INABILITY TO USE THE WEBSITE OR THE SERVICES, CONTENT OR SOFTWARE AVAILABLE THEREON, THE COST OF OBTAINING SUBSTITUTE SERVICES RESULTING FROM ANY LOSS OF DATA, INFORMATION, PRODUCTS, OR SERVICES OBTAINED FROM PURCHASES OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE, OR STATEMENTS OR CONDUCT OF ANY THIRD PARTY, OR ANY OTHER MATTER RELATED TO THE WEBSITE OR THE SERVICES, CONTENT OR SOFTWARE AVAILABLE THEREON. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE IS PREDICATED UPON YOUR WAIVER OF ANY RIGHT TO SUE ELLEVATION OR ITS AFFILIATES DIRECTLY OR TO PARTICIPATE IN A CLASS ACTION SUIT FOR ANY LOSSES OR DAMAGES RESULTING FROM YOUR USE OF THE WEBSITE.

CERTAIN STATE JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Notices

Any notices to you from Ellevation regarding the Website or these Website Terms of Use will be posted on this Website or made by email or regular mail.

Electronic Communications

When you visit this Website or send emails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by email, by posting notices on this Website, or by regular mail. You agree that all agreements, notices, disclosures, and other communications that we

Applicable Law; Jurisdiction and Venue

We control our Website from our offices within the United States. We make no representation that the content on our Website is appropriate, legal, or available for use in other locations. Those who choose to access our Website from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export any content on our Website in violation of United States export laws and regulations. Any claim relating to our Website or the services or content provided through our Website shall be governed by the laws of the Commonwealth of Massachusetts, without reference to its choice of law provisions.

Arbitration and Dispute Resolution.

All disputes arising out of or relating to these Website Terms of Use or the Website shall be resolved exclusively by binding arbitration before a single arbitrator (the "Arbitrator") in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") then in effect (for information on the AAA and its rules, see www.adr.org (<http://www.adr.org>)) and the further procedures set forth herein, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. The arbitration shall be conducted in Boston, Massachusetts, unless the Arbitrator shall determine that that venue is not reasonably convenient to all parties, in which case the Arbitrator shall determine another venue that is. In the event that the AAA is unavailable or unwilling to administer the arbitration, and the parties are unable to agree to a substitute, a substitute shall be appointed by the court. The Arbitrator shall have authority to issue any and all remedies authorized by law. The right and obligation to arbitrate under these Website Terms of Use shall extend to any claim by or against a party's officer, director, employee, shareholder, affiliate, agent, or contractor. The Arbitrator may render early or summary disposition of any or all issues of fact or law, after the parties have had reasonable opportunity to make submissions on those issues. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 2 et seq. Notwithstanding any rules of the AAA to the contrary, any claims shall be adjudicated on an individual basis only, and YOU WAIVE ANY RIGHT TO BRING ANY CLAIM AS A REPRESENTATIVE OF A PROPOSED CLASS, ON AN AGGREGATED OR MASS BASIS, OR AS A PRIVATE ATTORNEY GENERAL, OR TO CONSOLIDATE ARBITRATION

PROCEEDINGS WITHOUT THE CONSENT OF ALL PARTIES THERETO. Any award rendered by the Arbitrator shall be final, conclusive, and binding upon the parties hereto. In any arbitration proceeding pursuant to these Website Terms of Use, unless the Arbitrator shall determine otherwise, each party shall bear its own costs and expenses. Notwithstanding the foregoing, you may at your option file an individual claim in any small claims court for disputes or claims within the scope of its subject matter jurisdiction if such court has personal jurisdiction and the case remains in small claims court. Ellevation does not hereby waive any defense that such jurisdiction may be lacking in your state. Without derogation of the parties' obligation to arbitrate as set forth herein, for any claims other than those in small claims court, jurisdiction for any court proceedings arising out of or relating to these Website Terms of Use or the Website shall be vested exclusively in, and venue shall be laid in, the state or federal courts sitting Boston, Massachusetts except that, following confirmation of an arbitration award in a state or federal court in Boston, Massachusetts, a judgment arising therefrom may be executed in any court of competent jurisdiction.

Bug Bounty

Ellevation does not currently offer any "bug bounty" program at this time for any reported computer, software, or network vulnerabilities. Any legitimate and valid reported security vulnerabilities will be greatly appreciated, but no compensation can be offered at this time.

Web Browser Support

Access to the Website requires the use of a web browser. Ellevation recommends the use of "modern" web browsers with release dates within the last 18 months for maximum performance and security. Additionally, Ellevation cannot be expected to support all browser extensions. Browser extension compatibility, even for supported browsers, is the responsibility of the user.

Severability

If any part of these Website Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, it will be severable from the remainder of these Website Terms of Use and will not cause the invalidity or unenforceability of the remainder of these Website Terms of Use.

[These Website Terms of Use](#), as they may be amended from time to time by us, constitute our entire agreement with you with regard to the Website.

Waiver

Neither party will by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of these Website Terms of Use. Further, the waiver by either party of a particular breach of these Website Terms of Use by the other party will not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of these Website Terms of Use.

Digital Millennium Copyright Act

Ellevation reserves the right to block or remove any material on the Website that allegedly infringes another person's copyright. Please be advised that it is Ellevation's policy to terminate the accounts of users who repeatedly violate these Website Terms of Use, including the prohibitions herein against posting of Content that violates the copyrights of others.

The Online Copyright Infringement Liability Limitation Act (OCILLA), a portion of the Digital Millennium Copyright Act known as DMCA Section 512, is a U.S. federal law that provides a safe harbor to online service providers that promptly take down content if someone alleges it infringes their copyright. In accordance with this Act, Ellevation has implemented procedures for receiving written notification of claimed infringements and for processing such claims.

If you believe that material hosted by Ellevation on the Website copies your work in a way that constitutes copyright infringement, you (or your agent) may contact our Copyright Agent listed below, who is designated pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), and provide the following information:

1. The complaining party's address, telephone number, and/or email address;
2. Identification of the allegedly infringing material that is to be removed or disabled, and information reasonably sufficient to permit us to locate the material (including, if

(D) WORKS,

4. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
5. A statement under penalty of perjury that the information in the notification is accurate that the complaining party is the owner or authorized to act on behalf of the owner of the copyright in the work that is allegedly infringed; and
6. A physical or electronic signature of a person who is the owner or authorized to act on behalf of the owner of the copyright in the work that is allegedly infringed.

Notices should be sent to:

Copyright Agent
Ellevation, Inc.
38 Chauncy St., 9th Floor
Boston, MA 02111
Phone: 617-307-5755
Fax: 617-812-5686
Email: copyright@ellevationeducation.com
(<mailto:copyright@ellevationeducation.com>)

If we take measures to remove or disable content, we will make a good-faith attempt to contact the user who uploaded the content so that he or she may make a counter-notification pursuant to 17 U.S.C. § 512(g) of the Copyright Act. Your complaint, along with your personally identifying information, may be shared with the user who uploaded the content at issue. It is our policy to document all notifications of alleged infringement on which we act. As with all legal notices, a copy of the notification may be sent to one or more third parties who may make it available to the public.

If you are a user of the Website, and Content that you have uploaded has been removed or disabled, you may file a counter-notification pursuant to 17 U.S.C. § 512(g) of the Copyright Act. To be effective, the counter-notification must be a written communication sent to the Copyright Agent listed above that includes the following:

1. Your physical or electronic signature;

3. A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located or, if your address is outside of the United States, for any U.S. judicial district in which Ellevation may be found, and that you will accept service of process from the person who provided notification under subsection 17 U.S.C. § 512(c)(1)(C) or an agent of such person.

Updates To These Website Terms of Use

We may at any time change these Website Terms of Use with prospective effect only. When we do, we will update the "last updated" date at the top of these Website Terms of Use indicating when they were last revised. Changes will become effective when posted. If you do not agree to changes to these Website Terms of Use, you may not continue to use this Website.

If you have any questions about these Website Terms of Use, please email us at: [info@ellevationeducation.com \(mailto:info@ellevationeducation.com\)](mailto:info@ellevationeducation.com)

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** (“District”) and **Curriculum Associates, LLC** (“Vendor”), and is intended to amend, modify, and supplement the 2024 Price Quote for Ellevation (quote #42038) (hereinafter, the “Agreement”).

WHEREAS, the Vendor is providing educational or digital services to the Boone County Board of Education and, by extension, the District; and

WHEREAS, the Vendor and the District recognize the need to protect personally identifiable student information, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment (“PPRA”), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

WHEREAS, the Vendor and District desire to enter into this Addendum for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations, and to amend, modify, and supplement the Agreement previously entered into; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties’ Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Definitions for Addendum. For the purpose of this Addendum, the following definitions shall apply:

- 1.1 “Confidential Student Information” shall mean all information, whether PII or directory information, included in the Education Records provided to or accessed by Vendor pursuant to the terms of the Parties’ Agreement. Confidential Student Information does not include De-identified Data, as defined under FERPA.
- 1.2 “District Data” shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties’ Agreement. District Data does not include De-identified Data, as defined under FERPA.
- 1.3 “Education Records” shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or

institution or by a party acting for the agency or institution.

- 1.4 “Personally Identifiable Information” (“PII”) shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in education records and includes direct identifiers, such as a student’s name or identification number, indirect identifiers, such as a student’s date of birth, or other information which can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.

Section 2. Student Privacy Acknowledgements. The Parties acknowledge the following: (a) the District is a public school district and is subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g; 34 CFR Part 99, which protects the privacy of student education records; (b) the District has outsourced certain services to Vendor, as defined in the Agreement, in furtherance of a legitimate educational interest that would otherwise be performed by the school district; (c) these services include the collection and storage of certain District Data and Confidential Student Information, as set forth in Section 1 of this Addendum; (d) the Vendor is under the direct control of the District with respect to the use and maintenance of District Data and Confidential Student Information provided to it pursuant to the Parties’ Agreement; and (e) Vendor is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and consistent with the terms of the Parties’ Agreement.

Section 3. Vendor’s Obligations. Vendor acknowledges and agrees to the following: (a) Vendor is acting as a contractor to the District in performing the function, either directly under the terms of the Agreement and this Addendum, or indirectly through Vendor’s interfaces with another District contractor; (b) Vendor uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such as the student, his or herself, the student’s guardian, and the District) shall have access to the District Data in Vendor’s possession or control; and (c) Vendor uses reasonable methods to ensure that no third parties shall have access to Confidential Student Information or Education Records in its control unless written authorization to distribute such information is provided by the District.

Section 4. Ownership of Data. As between District and Vendor, the District retains ownership of all data provided to Vendor pursuant to the Parties’ Agreement, regardless of whether such data is provided to Vendor by the District, its students, parents, guardians, or any other authorized user.

Section 5. Data Transmission. The Vendor shall ensure the secure transmission of any data exchanged during the course of this agreement. All data transmissions, whether internal or external, shall be encrypted using encryption processes for data in motion

which comply, as appropriate, with National Institute of Standards and Technology (“NIST”) Special Publications 800-52; NIST Special Publications 800-77; NIST Special Publications 800-113, or others which are Federal Information Processing Standards (“FIPS”) 140-2 validated, to protect the confidentiality and integrity of the transmitted data. In the event of any confirmed security incidents or breaches affecting data while in transit, the Vendor agrees to promptly notify District and take necessary remedial actions to mitigate the impact as set forth in Section 8 of this Addendum.

Section 6. Security of Data at Rest. Vendor acknowledges that it is responsible for implementing robust measures to safeguard data at rest. This includes, but is not limited to, encryption of stored data, physical/logical access controls, regular security audits, and the prohibition of storing any data onto a personally owned device. All District Data must be stored in a secure environment, with access limited to authorized personnel only. Vendor shall adhere to valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111 and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested by the District, Vendor shall provide a list of locations where student data is/may be stored, and whenever possible, including where required by applicable law, District Data shall be stored within the United States. In the event of any confirmed security incidents or breaches affecting District Data at rest, the Vendor agrees to promptly notify the District and take necessary remedial actions to mitigate the impact.

Section 7. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District’s name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District. Vendor further acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the District. Vendor shall not in any case process District Data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purpose, and shall not sell, disclose, or otherwise process student data for any commercial purpose as defined by KRS 365.734.

Section 8. Security Breach Remediation and Notice. Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a confirmed security breach as defined by KRS 61.931 involving District Data, Vendor shall notify the District in the most expedient time possible and without unreasonable delay, but within seventy-two (72) hours of determination of a security breach relating to the District Data in the possession of Vendor. The notice to the District shall include all information the nonaffiliated third party has with regard to the security breach at the time of notification. In the event of a security breach relating to the District Data in the possession of Vendor, Vendor shall bear

the full cost of the District's notification to affected individuals and investigation requirements set forth in KRS 61.933. In the event of a confirmed breach involving District Data, Vendor agrees to retain an independent IT consulting firm to provide requisite forensic/recovery/notification services as provided for by the Commonwealth Office of Technology's recommended data breach response plan. Vendor agrees to comply with all provisions of KRS 61.931-.934 pertaining to the prevention of, investigation of, response to, remediation and mitigation of any and all such security breaches.

Section 9. Cloud Computing Service Providers. If Vendor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person other than an educational institution that operates a cloud computing service"), Vendor agrees that: (a) Vendor shall not process Confidential Student Information or District Data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the District. District shall determine the best method of collecting parental permission; (b) Vendor shall not in any case process District Data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertising purposes; (c) Vendor shall not sell, disclose, or otherwise process Confidential Student Information for any commercial purpose; and (d) Vendor shall certify in writing to the District that it will comply with KRS 365.734(2).

Section 10. Advertising Limitations. Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to (a) inform, influence, or enable targeted advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the services as set forth in the Parties' Agreement. This section does not prohibit Vendor from using Confidential Student Information or District Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or District employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties' Agreement.

Section 11. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein.

Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

Section 12. Law Enforcement or Court-Mandated Disclosures. Should law enforcement or other government entities ("Requesting Part(ies)") contact Vendor with a request for Confidential Student Information or Education Records held by the Vendor pursuant to the Parties' Agreement, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the Board of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the Board's compliance with the confidentiality requirement of federal or state law.

Section 13. Data Protection Upon Conclusion of Contract. Within 30 days of termination, cancellation, expiration, or other conclusion of the Parties' Agreement, and upon written notice from the District, Vendor shall return all District Data in the possession of Vendor, its subcontractors, or agents to the District, unless otherwise directed by the District in writing that such District Data alternatively be destroyed. Vendor shall complete such return or destruction within ninety (90) calendar days of the termination of this Agreement and, upon written request, shall certify compliance with this Section, in writing, to the District within ten (10) calendar days of such return or destruction.

Section 14. Insurance. Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of \$3 million. Upon request, Vendor shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Boone County Board of Education as additional insured in the Description of Operations section of the Certificate of Insurance.

Section 15. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and reasonable attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 16. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In

the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

Section 17. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By: _____

Date: _____

Printed Name: _____

Title/Position: Boone County Schools, Board Chair

CURRICULUM ASSOCIATES, LLC

By:  _____

Date: 2/20/2024

Printed Name: Jordan Meranus

Title/Position: Ellevation, Division CEO